REQUEST FOR NONBINDING LETTERS OF INTENT

Acquisition or Long-term Lease opportunity

The Cole Center
3100 Chester Avenue, Cleveland, Ohio

Issued By: Cleveland State University
Property: Cole Center, 3100 Chester Avenue, Cleveland, Ohio
Solicitation: Acquisition or Long-Term Lease
Submission: Nonbinding Letter of Intent

Contact (only via email):
Travis W. Jeric
Associate General Counsel
Email address**: t.jeric@csuohio.edu**

<u>Critical Dates</u>

Issue Date:	September 18, 2026
Property Open for Inspections:	Monday, September 28, 2026 (between 9:00am – Noon)
	Tuesday, September 29, 2026 (between 1:00am – 4:00pm)
	Thursday, October 1, 2026 (between 10:00am – 1:00pm)
Deadline to Submit Questions:	October 7, 2026 by 2:00pm
CSU Responds to Questions:	October 14, 2026 by 5:00pm
Letter of Intent Due Date:	November 3, 2026 by 2:00pm
Possible Interviews:	Week of November 9, 2026
Approximate CSU Decision Date:	Week of November 23, 2026

1. Purpose

Cleveland State University ("University" or "CSU") is soliciting nonbinding Letters of Intent ("LOIs") from qualified parties interested in acquiring the Cole Center property located at 3100 Chester Avenue, Cleveland, Ohio (“Property”) or leasing the Property under a long-term lease arrangement. The University is seeking proposals that summarize all financial and business terms but also articulates the proposed party's intended use of the property, financial capacity, experience, and ability to successfully complete the proposed transaction.

The University will consider proposals for either a sale or long-term lease and reserves the right to pursue whichever transaction structure provides the greatest overall benefit to the University.

2. Property Information

Name:	Cole Center
Address:	3100 Chester Avenue, Cleveland, Ohio 44114
Permanent Parcel / Tax ID:	103-06-034
Auditor's File Number:	201706160476
Property Class:	Exempt – Ohio owned
Site Area:	Approximately 2.38 acres / 103,712 SF
Building Area:	Approximately 50,832 SF
Year Built:	1958
Parking:	~141 surface parking spaces
Zoning:	GR-D5 – General Retail Business District
Easement:	20' wide access easement (recorded on August 29, 2017, at 201708290209 in the Cuyahoga County records) benefits an adjacent parcel
Current Occupancy:	Vacant
Previous Occupancy:	Cleveland Metropolitan School District - Campus International High School leased and utilized most of the facility prior to vacating the space June 30, 2026. Cleveland State University's radio station operated from the 5th Floor of the building for many years but vacated the space in 2025.

Building floor plans and a title report dated July 10, 2026, are being shared as part of this solicitation (see Exhibits B & C). Respondents shall be responsible for investigating and confirming all information herein. CSU makes no claims as to the accuracy or completeness of the information contained herein or within the attached documents, which are provided solely to Respondents for their convenience. See attached photos, which should be used for descriptive and informational purposes only: the photos are no guarantee of future condition. The property will be sold AS-IS and/or leased pursuant to a mutual agreement.

3. Property Condition

The Property is being offered "AS IS, WHERE IS," with all faults and without representations or warranties by CSU, except as may be expressly provided in a definitive purchase or lease agreement.

The Cole Center will be open for inspection on the following dates:

Monday, September 28, 2026 (between 9:00am – Noon)

Tuesday, September 29, 2026 (between 1:00am – 4:00pm)

Thursday, October 1, 2026 (between 10:00am – 1:00pm)

Respondents should use the time to evaluate the Property and its major building systems. CSU will have a representative(s) at the building during the inspection period to coordinate access and the process, but the inspection period is NOT intended to be a question-and-answer session.

Any questions about the potential transaction need to be submitted in writing as outlined in this document. Respondents are responsible for determining the inspections and investigations necessary to submit the appropriate nonbinding letter of intent.

For clarity, CSU is not expecting respondents to complete customary due diligence associated with an acquisition or long-term lease prior to submitting a proposal. Those inspections, if necessary, would be completed as outlined in the agreement that will memorialize the transaction.

4. Proposed Use

Each respondent must describe its proposed future use of the Cole Center, including:

- Description of the proposed use
- Anticipated occupancy
- Proposed improvements or alterations
- Anticipated investment in the property
- Expected employment or other community benefits, if applicable
- Any zoning, regulatory, or other approvals anticipated
- Statement about impact or potential benefits of the proposed use to the University

The University may consider the proposed use as part of its evaluation of each LOI.

5. Submission of Nonbinding LOI

Interested parties are requested to submit a nonbinding LOI outlining the principal business terms under which they would be prepared to acquire or lease the property.

Respondents can submit an LOI to acquire the property, long-term lease the property, or both acquisition and lease alternatives. Respondents may propose alternative transaction structures, including purchase, lease, lease with purchase option, or other structures that provide economic value to CSU. Any such alternative structure should be clearly identified and explained.

The University encourages respondents to provide sufficient information for the University to evaluate the economic and other material terms of the proposed transaction. In addition to the business terms, respondents must communicate its intended future use of the building.

6. Required LOI Terms

A. Each LOI should identify the following, as applicable:

Respondent Information

- Legal name of respondent and proposed transaction entity
- Primary contact information
- Description of the respondent's business and relevant experience

- Ownership structure and/or proposed ownership entity
- Statement about financial capacity and ability to complete the proposed transaction

B. Acquisition Proposal - *For proposals to purchase the property, respondents must propose or describe:*

- Purchase price
- Identification of material assumptions included in the proposed purchase price
- Earnest money deposit and handling during the transaction
- Due diligence period
- Closing period / date
- Brokerage representation, if any, and commission expectations
- Financing assumptions and contingencies
- Proposed approvals or conditions necessary for closing
- Any requested representations, warranties, or seller obligations
- Any other material terms or conditions necessary for the transaction

CSU prefers proposals that provide a clear path to closing and minimize transaction contingencies. Respondents should identify all material conditions, approvals, entitlements, financing requirements, or other conditions that must occur before the respondent would be prepared to execute a definitive agreement.

C. Lease Proposal - *For proposals to lease the property, respondents must propose or identify:*

- Initial lease term
- Base Rent schedule including any rent increases/escalations during the initial term
- Proposed treatment of building operating expenses, tax, insurance, and maintenance
- Requested tenant improvement allowance or other landlord-funded improvements, if any
- Lease and Rent commencement dates
- Brokerage representation, if any, and commission expectations
- Proposed renewal options with notice dates
- Rent schedule including any rent increases/escalations during the renewal period terms
- Proposed security deposit, letter of credit, or guaranty
- Assignment/sublease rights
- Termination rights
- Proposed use of the property
- Any other material terms or conditions

If Respondent’s LOI proposes for CSU (the Landlord) to upgrade the building and/or provide an allowance for tenant’s work, repayment of those costs must be noted and explained as part of the rent structure. As part of the rent schedules, respondents should identify any free rent, tenant improvement allowance, landlord-funded capital improvements, rent abatements, or other economic concessions, where applicable.

Important Note: any lease shall state that CSU may sell, transfer or otherwise dispose of the Property during the lease term, subject to the tenant's rights under the lease. Respondents should identify any proposed restrictions on CSU's ability to sell or transfer the Property.

7. Financial and Organizational Qualifications

Respondents should provide sufficient information for the University to evaluate their financial ability and organizational capacity to complete the proposed transaction. As part of the evaluation process, the University may request additional financial information, references, development experience, or other documentation from respondents.

8. Evaluation of LOIs

The University will evaluate the LOIs based on a variety of factors, including, but not limited to:

- Economic value to the University;
- Purchase price or proposed rental economics;
- Financial strength and creditworthiness of the respondent;
- Proposed transaction structure;
- Certainty and timing of closing or lease commencement;
- Proposed use of the property;
- Proposed investment in and improvement of the property;
- Experience and qualifications of the respondent;
- Community and institutional benefits; and
- Other terms deemed relevant by the University.

The University is not obligated to select the proposal offering the highest purchase price or rental rate.

9. Negotiation of Definitive Agreement

Following its review of submitted LOIs, the University may select one or more respondents for further interviews, discussions and negotiations. Likewise, the University may select none and terminate this solicitation.

Any transaction resulting from this solicitation will be subject to the negotiation, approval, and execution of a definitive purchase and sale agreement or lease agreement, as applicable, containing terms and conditions acceptable to the University, its Board of Trustees and the successful respondent.

10. Nonbinding Nature of LOIs

All LOIs submitted in response to this solicitation shall be considered nonbinding and shall not create any obligation on the part of the University or the respondent. Neither the submission of an LOI nor the University's review, consideration, or selection of an LOI shall create an obligation to consummate a transaction.

No purchase, sale, lease, or other transaction shall be binding upon the University unless and until the appropriate definitive legal agreement has been fully negotiated, approved as required, and executed by all applicable parties. Any formal legal agreement will be subject to the Ohio Revised Code, will need to be approved by CSU’s Board of Trustees, and sale of the property must be approved by the State of Ohio’s Controlling Board.

11. University Rights

The University reserves the right, in its sole discretion, to:

- Reject any or all LOIs
- Accept or negotiate any LOI
- Request clarification or additional information from any respondent
- Negotiate with one or more respondents simultaneously or sequentially
- Modify the requirements or schedule of this solicitation
- Withdraw or cancel the solicitation
- Pursue a sale, lease, alternative transaction structure, or no transaction
- Pursue other action as it determines to be in the best interests of the University

The University will not reimburse respondents for costs incurred in preparing or submitting an LOI or participating in subsequent negotiations.

12. Confidentiality and Due Diligence

Respondents should identify any information contained in their LOI that they believe should be treated as confidential, subject to applicable public records and other legal requirements governing the University.

13. Submission Requirements

LOIs should be concise and should clearly identify whether the respondent is proposing:

- Purchase
- Long-term lease
- Both purchase and long-term lease or alternative structure

LOIs should be submitted electronically in PDF format to:

Travis W. Jeric, Associate General Counsel
Email address: **t.jeric@csuohio.edu**

Submission Deadline: **November 3, 2026 by 2:00pm**

14. Questions - Conclusion

All questions regarding the property or this solicitation must be sent via email to:

Travis W. Jeric, Associate General Counsel
Email address: **t.jeric@csuohio.edu**

For ease of review, please include the following in your subject line:
"Questions re: CSU Cole Center – [insert Respondent's Name]"

Deadline to Submit Questions: **October 7, 2026 by 2:00pm**
CSU Responds to Questions: **October 14, 2026 by 5:00pm**

CSU appreciates the interest in the Cole Center and intends to identify a buyer or tenant that provides the strongest combination of economic value, financial certainty, appropriate property use, transaction feasibility, and long-term benefit to Cleveland State University and surrounding community.

EXHIBIT A – Photos

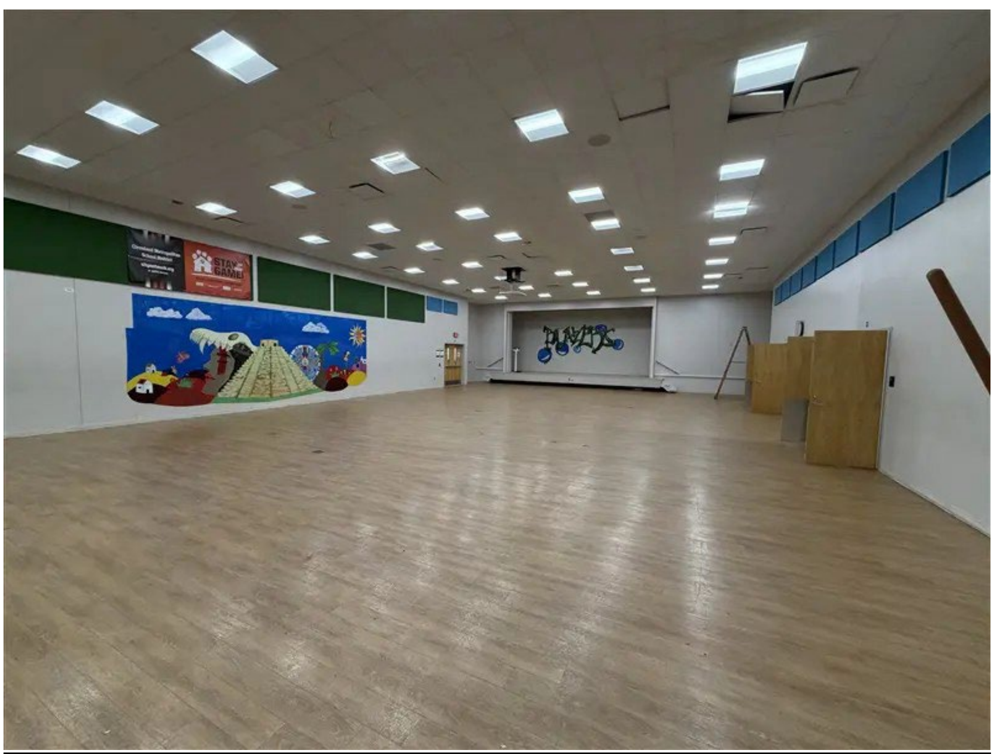
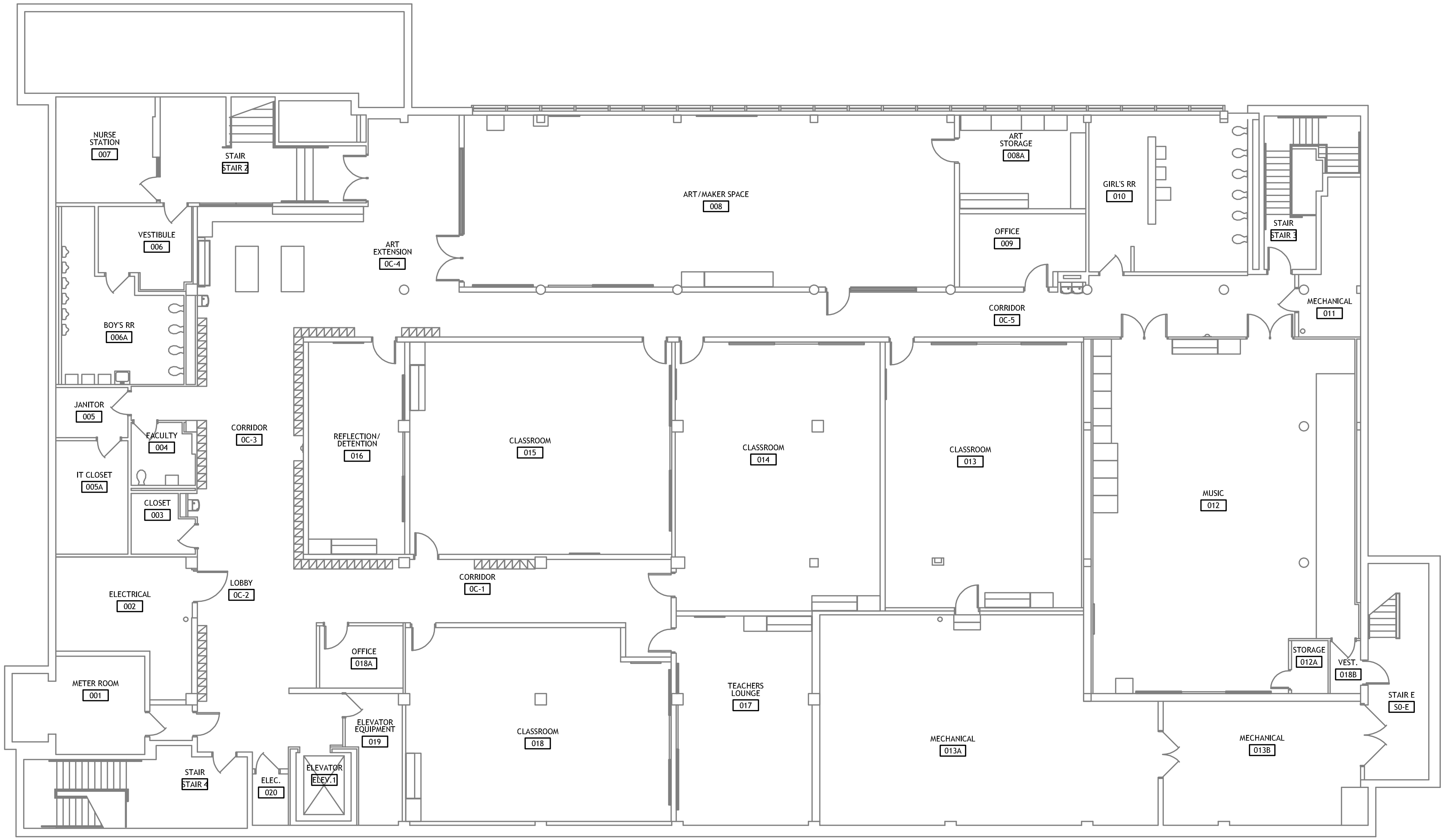


EXHIBIT B – Floor Plans

[see attached]

Cleveland State University
Office of the University Architect
1802 East 25th Street, Plant Services Bldg.
Cleveland, Ohio 44114



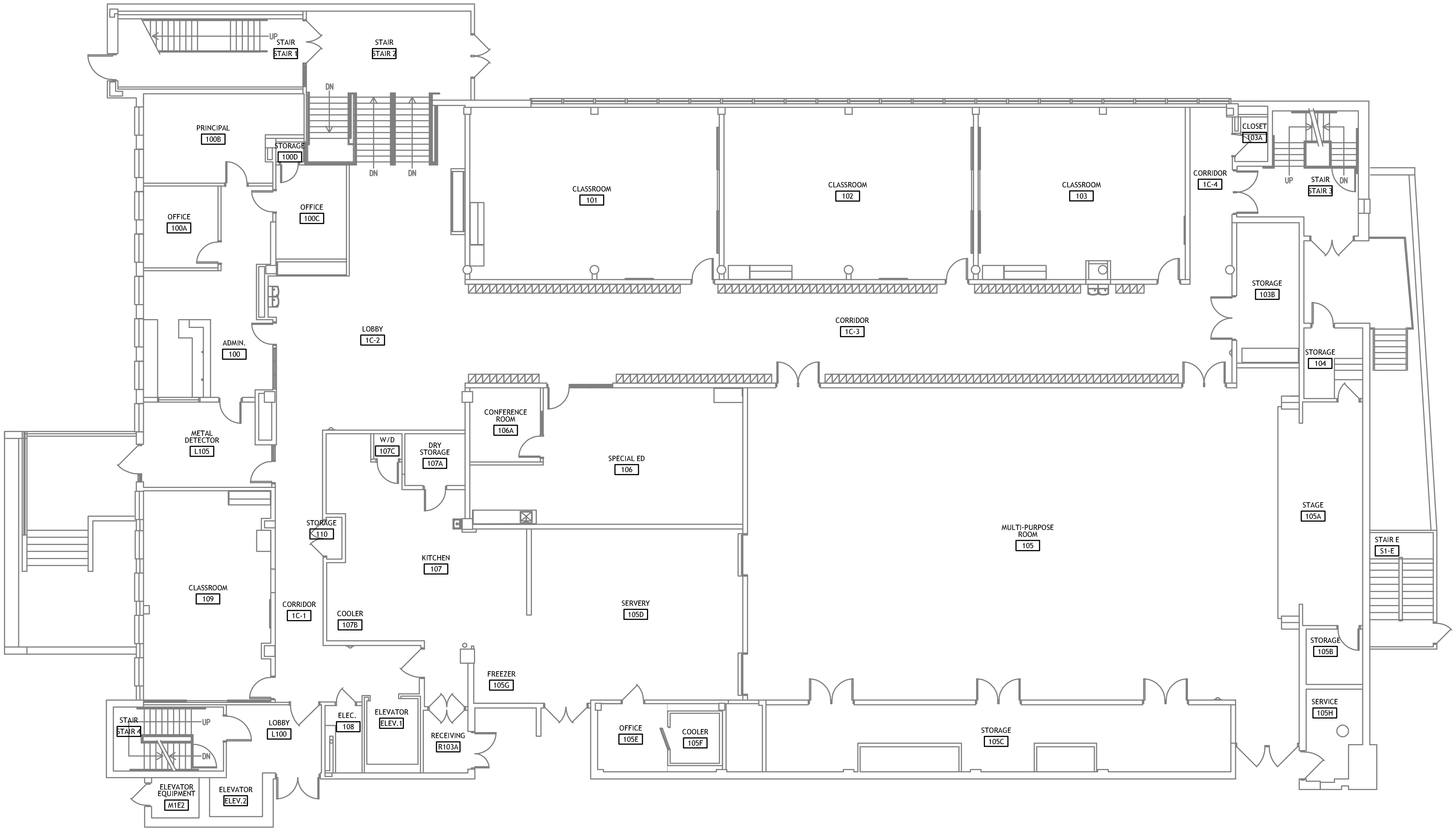
NORTH	SCALE: 0' 4' 8' 16' 32'	BACKGROUND FLOOR PLAN
		COLE CENTER
		LOWER LEVEL
DATE REVISED 05/17/24	REVISED BY S.HARPER	REVIEWED BY	CE-LL

BUILDING PLAN 1 OF 5

CHESTER AVE.

Cleveland State University
Office of the University Architect
1802 East 25th Street, Plant Services Bldg.
Cleveland, Ohio 44114

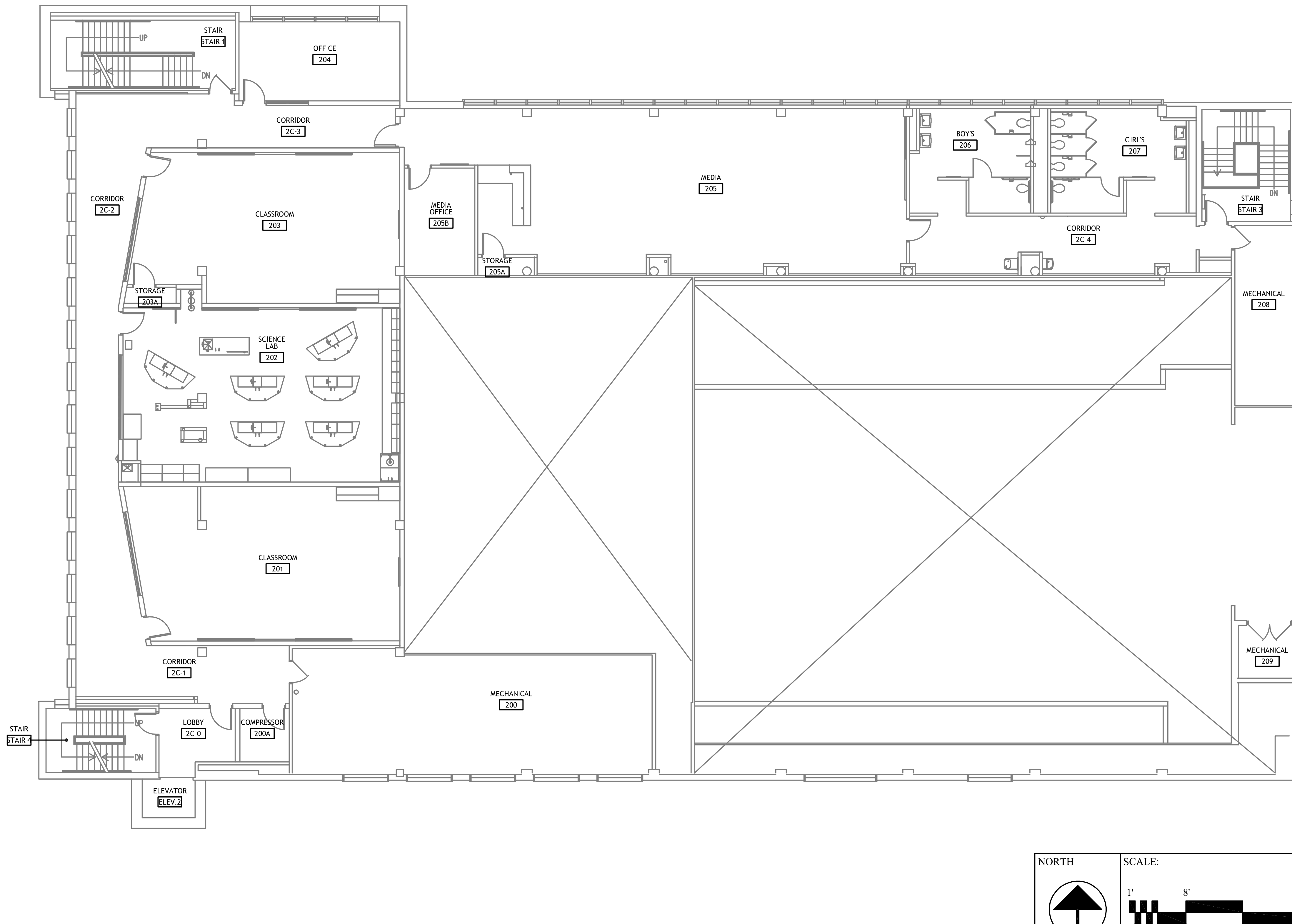
E. 30TH AVE.



NORTH	SCALE: 0' 4' 8' 16' 32'	BACKGROUND FLOOR PLAN
		COLE CENTER
		FIRST FLOOR

DATE REVISED	REVISED BY	REVIEWED BY	CE-01
05/17/24	S.HARPER	---	

Cleveland State University
Office of the University Architect
1802 East 25th Street, Plant Services Bldg.
Cleveland, Ohio 44114

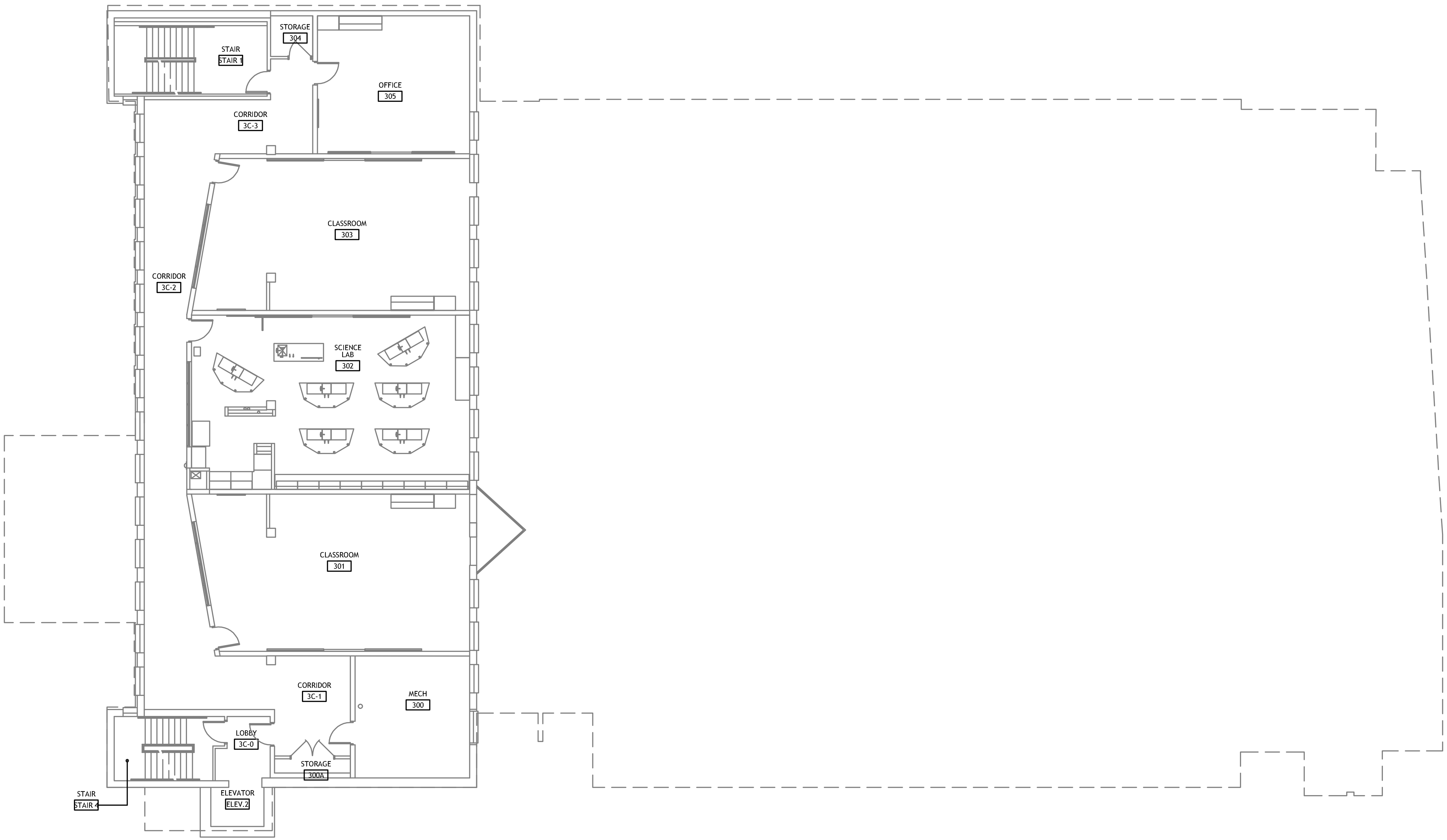


	BACKGROUND FLOOR PLAN
	COLE CENTER
	SECOND FLOOR

DATE REVISED	REVISED BY	REVIEWED BY	
05/17/24	S.HARPER		CE-02

BUILDING PLAN 3 OF 5

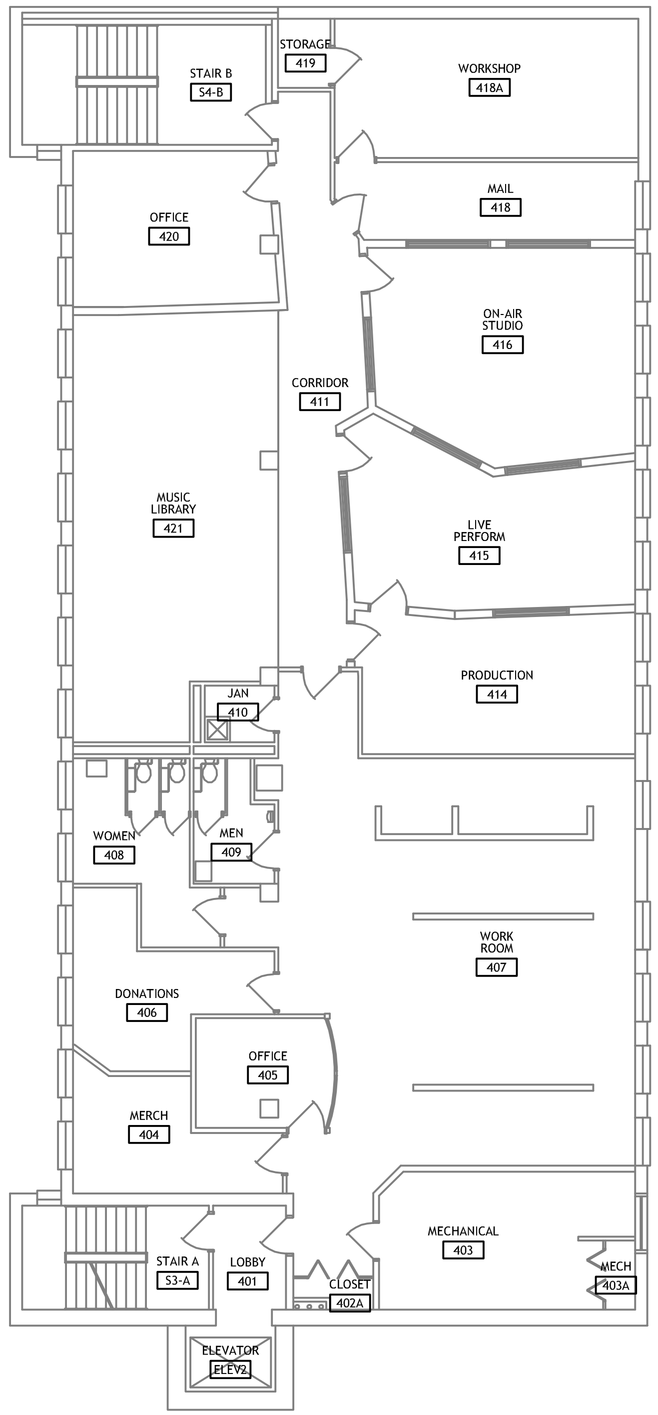
Cleveland State University
Office of the University Architect
1802 East 25th Street, Plant Services Bldg.
Cleveland, Ohio 44114



NORTH	SCALE: 0' 4' 8' 16' 32'	BACKGROUND FLOOR PLAN
		COLE CENTER
		THIRD FLOOR
DATE REVISED 05/17/24	REVISED BY S.HARPER	REVIEWED BY	CE-03

BUILDING PLAN 4 OF 5

Cleveland State University
Office of the University Architect
1802 East 25th Street, Plant Services Bldg.
Cleveland, Ohio 44114



NORTH	SCALE: 0' 4' 8' 16' 32'	BACKGROUND FLOOR PLAN COLE CENTER FOURTH FLOOR
DATE REVISED 05/17/24	REVISED BY S.HARPER	REVIEWED BY ---

CE-04

BUILDING PLAN 5 OF 5

EXHIBIT C – Title Report

[see attached]

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 950 Main Avenue, Ste 450, Cleveland, OH 44113
Issuing Office's ALTA® Registry ID: 1005190
Commitment Number: NCS-1314613-CLE
Issuing Office File Number: NCS-1314613-CLE
Property Address: 3100 East Chester Avenue, Cleveland, OH 44114
Revision Number:

SCHEDULE A

1. Commitment Date: July 10, 2026 at 7:30 AM

2. Policy to be issued:
   a. 2021 ALTA Policy - form(s) To Be Determined
      Proposed Insured: To Be Determined
      Proposed Amount of Insurance: $0.00
      The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   THE STATE OF OHIO, for the use of CLEVELAND STATE UNIVERSITY, an institution of higher education and an instrumentality of the State of Ohio, by General Warranty Deed recorded in/as Document No. 201706160475 and by Warranty Deed recorded in/as Volume 90-5503, Page 22

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

   INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Commitment No. NCS-1314613-CLE

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.

5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.

7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.

8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.

9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.

10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.

11. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

12. Upon any conveyance or mortgage of the land by the governmental entity shown in Schedule satisfactory evidence should be furnished establishing that compliance has been had with the appropriate enabling statute.

13. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

14. The Land is located within the City of Cleveland, Ohio. The City of Cleveland requires a Certificate of Disclosure for Real Property transactions in the City of Cleveland pursuant to Section 367.12 of the Codified Ordinances of the City of Cleveland, enacted as of February 5, 2024. As of August 5, 2024, Section 367.12 requires, subject to limited exceptions, that anyone selling or transferring real property, or entering into a contract for such, must provide the buyer with a Certificate of Disclosure. A fee is assessed per structure on each lot. The City of Cleveland Certificate of Disclosure must be completed via the on-line portal. The Company will require that Seller and Buyer provide all necessary information to be included on the Disclosure Application for the Company to submit via the on-line portal. The form and instructions can be found at: www.clevelandohio.gov/residents/codes-ordinances/residents-first/certificate-disclosure. Section 367.12 of the Codified Ordinances of the City of Cleveland can be found at: https://codelibrary.amlegal.com/codes/cleveland/latest/cleveland_oh/0-0-0-16406.

15. Payment and/or satisfaction of any Omitted Tax that will appear on February 2026 tax bills as a result of the Cuyahoga County Fiscal Office's incorrect tax calculation for Class II properties (commercial / industrial) for Tax Year 2024/Collection Year 2025.

Commitment No. NCS-1314613-CLE

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

5. Rights of parties in possession of all or any part of the Land, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.

6. The lien of the real estate taxes or assessments are imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

7. The following exception will appear in any loan Policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy, pursuant to Ohio Revised Code Section 1509.31(D).

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

9. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

10. Taxes and Assessments for the year 2025:

    Assessed in the name of:THE STATE OF OHIO

    Parcel No.: 103-06-034

    First half taxes in the amount of $0.00 , including current assessments, if any, is None Due.

    Last half taxes in the amount of $0.00 , including current assessments, if any, is None Due.

    Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is $0.00.

    Exemption amount: $0.00
    Land: $0.00
    Improvements: $0.00
    Total: $0.00

    Taxes and Assessments for the year 2026 and subsequent years are a lien, not yet due or payable

    Second-half real estate taxes and assessments for Tax Year 2025 (payable in 2026), the amount of which cannot presently be determined due to the delayed issuance of tax bills resulting from Ohio House Bill 186, together with any penalties, interest, or adjustments that may become due.

11. Terms, conditions, restrictions and provisions relating to the use and maintenance of the Perpetual Highway Easement to State of Ohio Appropriation Case No. 721860 C.C.R., contained in Lot Split and Consolidation Plat recorded on June 16, 2017, as Document No. 201706160476.

12. Terms, conditions, restrictions and provisions relating to the use and maintenance of the Deed of Easement recorded on May 07, 1958, as Document No. Volume 9077, Page 611.

    a. Above Easement contained in Limited Warranty Deed, file don February 13, 2009, recorded in/as Document No. 200902130144 of Cuyahoga County Records.

b. Release of Easement, filed on November 23, 2022, recorded in/as Document No. 202211230468 of Cuyahoga County Records.

c. Recital contained in the Deed from Commerce Plaza, Inc. to Cleveland Engineering Society, dated June 28, 1963, filed for record July 10, 1963 and recorded in/as Volume 10923, Page 497 of Cuyahoga County Records.

13. Terms, conditions, restrictions and provisions relating to the use and maintenance of the Easement for Highway Purposes recorded on April 22, 1965, as Document No. Volume 11605, Page 195 and re-filed on April 30, 1965, recorded in/as Volume 11607, Page 1019.

a. Recital contained in the Deed from Cleveland Engineering Society, an Ohio corporation to The State of Ohio, for the use of Cleveland State University, dated September 10, 1990, filed for record September 11, 1990 and recorded in/as Volume 90-5503, Page 22 of Cuyahoga County Records.

Note: Possible unrecorded leases shown of said document.

Lease with Foster and Kleiser, division of Metro Media, Inc., dated May 15, 1989.

Lease Agreement dated January 13, 1988 between CESC Properties, Ltd. and Cleveland Public Radio.

14. Terms, conditions contained in Governor's Deed State of Ohio, filed on June 16, 2017, recorded in/as Document No. 201706160474 of Cuyahoga County Records.

15. Terms, conditions, restrictions and provisions relating to the use and maintenance of the State of Ohio Easement recorded on August 29, 2017, as Document No. 201708290209.

16. Terms, conditions, restrictions and provisions relating to the use and maintenance of the State of Ohio Easement recorded on April 30, 2021, as Document No. 202104300622.

17. Any reference to acreage or area in the description of the land in Schedule A is for informational purposes only and the accuracy of the area stated is not insured.

THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, OR ANY FORM OF TITLE INSURANCE. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION IN THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, WHETHER SUCH ERROR OR OMISSION RESULTS FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. ALL OTHER LIABILITY FOR LOSS OR DAMAGE IS EXPRESSLY DISCLAIMED. RECIPIENT AGREES

THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE.

18. Any Omitted Tax for Tax Year 2024 (Collection Year 2025) added as a result of clerical error identified by Cuyahoga County.

Commitment No. NCS-1314613-CLE

EXHIBIT A

The Land referred to herein below is situated in the County of CUYAHOGA, State of OHIO, and is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being Lot 2 in the Lot Split & Consolidation for Cleveland State University, of part of Original Ten Acre Lots Nos. 87 and 88, as shown by the Plat recorded as AFN201706160476 of Cuyahoga County Records, be the same more or less.

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally French Tyler

Sally F. Tyler, President

William J. Aulbert

William J. Aulbert, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I—Requirements; and

f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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